

Issue Date: August 12, 2005



**REQUEST FOR PROPOSALS
No. BD80600S370**

NOTICE TO VENDORS

The Iowa Department of Administrative Services, on behalf of Iowa Public Television, will be receiving sealed proposals until **3:00 PM CT on September 9, 2005 for:**

**GENERAL TOWER WORK ON
KIIN-TV, CHANNEL 12, WEST BRANCH, IA**

Late proposals will not be considered. For information regarding this notice, and throughout the competitive acquisition process, interested service providers shall contact only the issuing officer:

Ashley Super, Purchasing Agent III
Iowa Department of Administrative Services
GSE Purchasing Division
Hoover State Office Building –Level A
Des Moines, Iowa 50319-0105
Phone: 515-281-7073
Fax: 515-242-5974
E-mail: Ashley.Super@iowa.gov

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ATTACHMENTS:

- 1 PROPOSAL CERTIFICATION.**
- 2 CERT INDEPENDENCE & NO CONFLICT INTEREST**
- 3 CERTIFICATION REGARDING DEBARMENT**
- 4 AUTHORIZATION TO RELEASE INFORMATION**
- 5 CERTIFICATION OF CONFIDENTIALITY**

APPENDICIES:

- A DESIGN ANALYSIS OF KIIN-TV 1336 FT. GUYED TOWER**
- B GUY GROUNDING DRAWING**

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CHAPTER 1 - ADMINISTRATIVE ISSUES

1.0 - Purpose and Background

Iowa Public Television (IPTV) is the licensee of KIIN-TV channel 12 assigned to West Branch, Iowa, and has been issued a construction permit for KIIN-DT channel 45. at the same location. IPTV intends to replace the existing top-mounted KIIN-TV broadcast antenna with a single antenna capable of transmitting both analog channel 12 and digital channel 45. IPTV also intends to strengthen the existing tower structure, as described Appendix A, and paint the complete structure after all modifications are completed.

The purpose of this Request for Proposals (RFP) is solicit proposals for the selection of a qualified contractor to perform the work as specified in Chapter Three. Any contract resulting from this RFP shall not necessarily be awarded to the Vendor with the lowest prices. Instead, this contract shall be awarded to the compliant Vendor who has the greatest number of points awarded as a result of the evaluation process.

1.1 - Schedule of Events

- A. Department of Administrative Services (DAS) issues the RFP by August 12, 2005. The Administrative Rules of DAS will govern the entire procurement process.
- B. Prospective Vendors are encouraged to submit a written 'Intent to Propose' letter by **August 19, 2005**. Submission of an 'Intent to Propose' letter does not obligate the vendor to submit a proposal. Submission of an 'Intent to Propose' is not mandatory to bid. By submitting an 'Intent to Propose' letter, the prospective vendor is guaranteed to receive amendments and notices to this RFP. The written 'Intent to Propose' must include the company name, mailing address, phone number, fax number and email address of the vendor's main contact for communications regarding this RFP. Prospective Vendors may deliver their 'Intent to Propose' by courier, fax, mail, or preferably via email and only to the issuing officer.
- C. A **MANDATORY Bidders' Conference** will be held on **August 23, 2005**. All bidders submitting a proposal must have attended the mandatory bidders' conference to be considered. The exact time and location for the conference will be published by August 22 to all those submitting an 'Intent to Propose' letter per 1.1B above.
- D. Prospective Vendors are invited to submit written questions and/or requests for interpretation or clarification concerning this RFP. The State must receive questions & requests for interpretation or clarification by **August 29, 2005**.

Prospective Vendors may deliver questions by courier, fax, mail, or preferably via email and only to the issuing officer.

- E. The State will issue written responses to written questions and requests for interpretation or clarifications regarding the RFP that were submitted in a timely manner. The written responses will be sent to all Vendors who have submitted 'Intent to Propose'. The written response will be issued no later than the close of business, September 2, 2005.
- F. Proposals shall be received by the Department of Administrative Services, GSE Purchasing Division no later than **3:00 p.m., Central Time, September 9, 2005**. Proposals received after the due date and time shall not be considered; late proposals shall be returned unopened to the sender.
- G. Proposals must be held firm and irrevocable, and may not be withdrawn by prospective Vendors for a period of ninety (90) days following the due date. In the event that the State and the successful Vendor are negotiating an agreement on or after the ninety (90) days have elapsed from the date of the notice of intent to award or the date on which any appeals relative to this procurement are resolved, whichever is later, the Vendor agrees to hold its offer firm pending execution of an agreement with the State.

1.2 - Inquiries

- A. All inquiries concerning this RFP shall be submitted in writing and only to the issuing officer:

Ashley Super, Purchasing Agent III
Iowa Department of Administrative Services
GSE Purchasing
Hoover State Office Building – Level A
Des Moines, Iowa 50319-0105
Phone: 515-281-7073 Fax: 515-242-5974
E-mail: Ashley.Super@iowa.gov
- B. During the procurement, including any period of evaluation, the Vendors shall contact only the issuing officer regarding this RFP. Discussing the RFP with any other State employee may result in disqualification from submitting a proposal.
- C. In NO CASE shall verbal communications override written communications. Only written communications are binding on the State.
- D. The State assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed

in writing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's proposal. Only written communications from the Vendor and received by the State shall be accepted.

1.3 – Preparation of the Proposal

The "Official Proposal" must be typewritten. The proposal format set forth in Chapter 4 shall be followed. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process. The "Official Proposal" package containing the original signatures and four (4) copies, plus one soft copy on CD, shall be delivered in sealed package(s). All packages shall be clearly labeled with the following information:

- Vendor's Name and Address
- RFP No.
- Proposal Due Date and Time

1.4 - Economy of Presentation

Proposals shall not contain promotional or display materials. Proposals must address the technical requirements. All questions posed by the request for proposal must be answered concisely and clearly.

1.5 - Costs of Preparing the Bid Proposal

The costs of preparation and delivery of the proposal are solely the responsibility of the Vendor.

1.6 - Amendment to the RFP and Bid Proposal and Withdrawal of Proposals

The State reserves the right to amend the RFP at any time. The Vendor shall acknowledge receipt of any amendments in its proposal. The Vendor may amend its proposal at any time prior to the due date of proposals. The amendment must be in writing, signed by the bidder and received prior to the time set for the receipt of proposals. Electronic mail and faxed amendments will not be accepted.

Upon written notice to the Issuing Officer, Vendors may withdraw, modify, or resubmit proposals at any time prior to the time set for the receipt of proposals. Electronic mail and faxed requests to withdraw proposals will not be accepted.

1.7 - Rejection of Proposals

The State reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. Any proposal will be rejected outright and not evaluated for any one of the following reasons:

- Failure to deliver the proposal by the due date and time.

- Failure to follow the proposal format instructions in Chapter 4.
- Failure to submit positive responses to ALL requirements in Chapter 3. The vendor fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- Failure to deliver the 'cost proposal' in a separate sealed envelope.
- The vendor states that a service requirement cannot be met.
- The vendor's response materially changes a service requirement.
- The vendor's response limits the rights of the Agency.
- The vendor fails to respond to the Agency's request for information, documents, or references.
- The vendor initiates unauthorized contact regarding the RFP with state employees.
- The vendor provides misleading or inaccurate responses.

1.8 - Proposal Obligations

The content of the proposal and any clarification thereto submitted by the successful Vendor shall become a part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 - Date, Time and Place to Submit Proposal

The "Official Proposal" shall be completed in the required format. One (1) original "Official Proposal" and four (4) copies of the "Official Proposal", plus one soft copy on CD, shall be received by:

Ashley Super, Purchasing Agent III
Iowa Department of Administrative Services
GSE Purchasing
Hoover State Office Building – Level A
Des Moines, Iowa 50319-0105

The "Official Proposal" and copies shall be received no later than **3:00 P.M.**, Local Iowa Time, **September 9, 2005**. Proposals that are not submitted on time will be rejected, remain unopened, and not evaluated.

1.10 - Certification of Independence and No Conflict of Interest

By submission of a response to this RFP, the Vendor certifies that the proposal was developed independently. The Vendor also certifies that no relationship exists or will

exist during the contract period between the Vendor and the State that interferes with fair competition or is a conflict of interest. The State reserves the right to reject a proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the State.

1.11 - Proposal Announcement

The names of the Vendors who submitted proposals within the time frame permitted will be immediately after the proposal due date to any person who requests such information. The announcement of names of Vendors who submitted a proposal **does not** mean that an individual proposal has been deemed technically compliant and therefore is accepted for evaluation.

1.12 – Public Records and Requests for Confidentiality

- A. The release of information by the State to the public is subject to Iowa Code Chapter 22 or other applicable law. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. The State may treat all information submitted by a Vendor as public information unless the Vendor properly requests that information be treated as confidential at the time of submitting the proposal.
- B. Any requests for confidential treatment of information must be included in a cover letter with the Vendor's proposal and must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request must also include the name, address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the State concerning the confidential status of the materials.
- C. Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner.
- D. In addition to marking the material as confidential material where it appears, the Vendor must submit one hard copy, and one soft copy on CD, of the proposal and marked 'Public Copy' from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The 'Public Copy' be submitted with the cover letter and will be made available for public inspection.

- E. The Vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules will be deemed by the State as a waiver of any right to confidentiality which the Vendor may have had.

1.13 – Proposal Property of the State

All proposals become the property of the State of Iowa and shall not be returned to the Vendor unless all proposals are rejected. In the event all proposals are rejected, Vendors will be asked to send prepaid shipping instruments to the State for return of the proposals submitted. In the event no shipping instruments are received by the State, the proposals will be destroyed by the State. Additionally, the evaluation documents created by the State will be destroyed in the event all proposals are rejected. Otherwise, at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.14 – Proposal Evaluation and Award

All proposals submitted shall be evaluated in accordance with the requirements set forth in Chapter 4 of this RFP. Any contract resulting from this RFP shall not necessarily be awarded to the Vendor with the lowest prices. Instead, this contract shall be awarded to the compliant Vendor who has the greatest number of points awarded as a result of the evaluation process.

1.15 – Gratuities

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be turned over to the proper prosecuting attorney.

1.16 – Conflicts between Terms

The State reserves the right to accept or reject any exceptions taken by the Vendor to the terms and conditions of this RFP. Should the Vendor take exception to the terms and conditions required by the State, the Vendor's exceptions may be rejected and the entire proposal declared non-responsive. The State may elect to negotiate with Vendor regarding contract terms that do not materially alter the substantive requirements of the RFP or the contents of the Vendor's proposal.

1.17 – Iowa Statutes and Rules

Iowa Code chapters 18, and Chapters 105 and 106, Iowa Administrative Code, contain policies and procedures for the State of Iowa procurement under which this RFP is issued. The terms and conditions of this RFP, the resulting contract or activities based upon this RFP shall be construed in accordance with the laws of Iowa.

1.18 – News Releases

News releases or other materials made available to the public, the Vendor's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the Iowa Department of Administrative Services, Purchasing Division.

1.19 – Copy Rights

By submitting a proposal the Vendor agrees that the State may copy the proposal for the purposes of facilitating the evaluation or to respond to requests for public records. The vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. The State will have the right to use ideas or adaptations of ideas, which are presented in the proposals.

1.20 – Release of Claims

With the submission of a proposal, each Vendor agrees that it will not bring any claim or have cause of action against the State of Iowa based on any misunderstanding concerning the information provided herein or concerning the State's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

1.21 – Vendor Registration Requirement

Prior to execution of a contract with a successful Vendor, the successful Vendor must have registered with the Department of Administrative Services (DAS) and with The Secretary of State as applicable. There is no fee to register with DGS; however, Out-of-State Vendors will pay a \$100 fee to The Secretary of State.

1.22 -- Award Notice and Acceptance Period

A Notice of Intent to Award the contract will be forwarded to all vendors submitting a timely proposal. After the announcement of the apparent successful vendor, negotiation and execution of a purchase order shall take place as quickly as possible. If the apparent successful vendor fails to negotiate or accept the State's purchase order, the State, in its sole discretion, may cancel the award and award the contract to the next highest ranked vendor or withdraw the RFP.

1.23 -- Time Period within which to file an Appeal

A vendor whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with Chapter 105 Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104. The notice must be filed within five days of the date of the Intent to Award notice issued

by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.242.5974. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and / or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful vendor.

1.24 - Miscellaneous

- A. The State reserves the right to accept or reject any part of any proposal and to accept or reject any or all proposals without penalty.
- B. The State reserves the right to waive minor deficiencies and informalities if, in the judgment of the State, its best interest will be served.
- C. The State reserves the right to make a written request for additional information from a vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of the proposal.
- D. The State reserves the right to obtain and use other information in the evaluation of proposals.
- E. The terms and provisions of this RFP shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this RFP shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum.

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CHAPTER 2 - CONTRACTUAL TERMS AND CONDITIONS

2.0 - Contract Terms and Conditions Overview

The contract that the State expects to award as a result of this Request for Proposal will be based upon the RFP and the proposal submitted by the successful Vendor (“Contractor”). This chapter describes contract terms, which the State anticipates will be included in the resulting contract. These terms include terms generally included in contracts by the State. THE CONTRACT TERMS IN THIS CHAPTER ARE NOT INTENDED TO BE A COMPLETE LISTING OF ALL CONTRACT TERMS BUT ARE PROVIDED ONLY TO ENABLE VENDORS TO BETTER EVALUATE THE COSTS AND OTHER RELEVANT CONSIDERATIONS ASSOCIATED WITH THE RFP AND THE POTENTIAL RESULTING CONTRACT. Vendors should anticipate that the State would request that any resulting contract include contract terms described in this chapter and that the contract adequately addresses the issues raised in this chapter.

BY SUBMITTING A PROPOSAL, EACH VENDOR ACKNOWLEDGES ITS ACCEPTANCE OF THESE SPECIFICATIONS, TERMS AND CONDITIONS WITHOUT CHANGE EXCEPT AS OTHERWISE EXPRESSLY STATED IN ITS PROPOSAL. If a vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the Agency, in its sole discretion, resulting in possible disqualification of the proposal. The Agency reserves the right to either award a contract without further negotiation with the successful vendor or to negotiate contract terms with the selected vendor if the best interests of the Agency would be served.

2.1 Default and Termination. The contract will contain default and termination provisions including:

- A. Termination upon Notice. The contract will contain a provision allowing either party to terminate the contract when one of the parties gives the other written notice of termination. The agreed termination date shall not be less than sixty (60) days from the date of notification.
- B. Termination for Lack of Funds or Change in Law. The contract will contain a provision allowing the State to terminate the contract if there is a lack of funds or change in the law upon giving sixty (60) days notice to the Contractor.
- C. Obligations and Remedies upon Termination. The contract will contain provisions addressing the Contractors’ obligations and remedies in the event of termination.

2.2 Indemnification. The contract will contain indemnification provisions. The Contractor shall indemnify the State, its officers, agents, and employees for any damages, liabilities, or expenses, including attorneys’ fees incurred by the State as a result of Vendor’s acts or omissions while performing pursuant to the contract. Pursuant to Iowa Constitution, Article VII, Section 1, the State may not agree to assume or become

responsible for the debts or liabilities of any individual, association, or corporation. Consequently, the State's ability to indemnify the Contractor is limited. Indemnification obligation of the parties shall survive termination of this Contract

2.3 Insurance. The contract will require the Vendor to maintain in effect, with insurance companies of recognized responsibility, at its own expense, insurance covering its work.

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$5 Million
	Product/Completed Operations Aggregate	\$5 Million
	Personal Injury	\$5 Million
	Each Occurrence	\$5 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As required by Iowa law	As required by Iowa law
Property Damage	Each Occurrence	\$5 Million
	Aggregate	\$5 Million

All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the Agency. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The certificates described above shall be submitted to the Agency within thirty (30) days after the effective date of this Contract and shall be subject to approval by the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Agency. Approval of the insurance certificates by the Agency shall not relieve act to relieve the Contractor of any obligation under this Contract.

Each Contractor holding a valid contract with the State shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: Theft, fire, with extended coverage, vandalism and malicious damage to materials incorporated in the project, stored either on or off the permanent job site. If this insurance coverage is not

provided, the Contractor shall assume all responsibility for their perils outlined above which may occur prior to project completion and acceptance.

2.4 Independent Contractor. Notwithstanding the use of the “Contractor” terminology in this RFP and the resulting contract, the contract will provide that the status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under the contract shall not be employees or agents of the State of Iowa.

2.5 Compliance with the Law. The contract shall contain a provision regarding equal employment opportunity and nondiscrimination. “Contractor” shall agree not to engage in any discriminatory practices based upon race, color, creed, religion, national origin, sex, mental or physical capabilities, and it will comply with all provisions of federal, state, and local regulations against discrimination.

2.6 Not a Joint Venture. Notwithstanding the use of the “Contractor” terminology in the RFP and the resulting contract, the contract will provide that the contract shall not be construed as creating or constituting the relationship of a Partnership, joint venture, or other association of any kind between the State and the Contractor.

2.7 Governing Law and Forum. The laws of the State of Iowa will govern the contract. The forum for resolving disputes will be the Iowa District Court in Polk County.

2.8 Performance, Payments and Retainage. The Accountable Government Act requires that all work performed will be 100% inspected by the State prior to payment. In addition, the State may retain some amount of the payment that the service provider would otherwise be paid until all work is fully tested and accepted. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner and within the standards of performance considered generally acceptable in the industry for similar tasks and projects.

Payments on contract may be made monthly by means of a state warrant to the extent of ninety-five percent (95%) of the value of work performed, including material stored at the building site, as determined by IPTV.

The Contractor shall submit to IPTV an application in triplicate for each payment on an A.I.A. Form G702 and G703 and, if required, receipts or other vouchers from subcontractors showing his payment to them for materials and labor. Applications shall reflect the valuation of work completed and materials furnished during the previous month’s period. “Materials furnished” means materials incorporated in the work and materials suitably stored at the site. Payment shall be made no later than thirty (30) days after the application for payment and the work covered by the application are approved as payable by the IPTV Project Manager.

Final retainage shall not be released until at least thirty-one (31) days after completion and final acceptance of all work by the IPTV Project Manager, and provided that all other contract requirements have been fulfilled, accepted and approved.

No notification of payment being processed, no payment or partial payment made to the Contractor, nor the partial or entire use or occupancy of the work by IPTV shall be held to constitute an acceptance, in whole or in part, by IPTV prior to making the final payment and final acceptance in full completion of the contract.

2.9 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any lack the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

2.10 Tax Refunds

In accordance with the Iowa law, the Contractor shall pay all Iowa Sales and Use Taxes for all materials incorporated in the project under this contract. The Contractor shall submit IPTV Project Manager an original and one copy of Iowa Department of revenue and Finance Form 35-002, Contractor's Statement, or the current form in use, properly completed and notarized, stating the purchase order number to which it applies, name and address of material suppliers, type of material purchased, total price, amount of Sales and Use Tax paid, and to whom paid and when. Use of the term "Miscellaneous" shall be avoided. Final payment cannot be made to the Contractor until the submitted forms have been approved as part off the required documents required for submission at time of project closeout.

2.11 Commencement and Completion

The date of delivery of the signed contract to the Contractor shall be the commencement date of the project. The Contractor shall state on the bid form the date he anticipates commencing work of the project as well as the projected date of completion of all work. Adjustments may be made to the dates proposed, prior to executing the Agreement, with mutual agreement of the State and Contractor.

2.12 The Contractor

The Contractor shall furnish all permanent and temporary guards, signs, fencing, shoring and underpinning and other protection necessary, if any, in the performance of the contract and for the necessary protection of all public and private property and shall be responsible for any damage caused by failure to comply with this requirement.

1. Before completion of the contract, the Contractor shall replace or satisfactorily repair all damaged materials and surfaces, which were damaged due to his operation on the project.
2. The Contractor shall continuously maintain adequate protection of all new work from damage and shall protect the Owner's property and adjacent property from damage arising in connection with this contract.

3. Insofar as possible, the Contractor and all subcontractors must be employ such methods or means in carrying out the work so as to cause any interruption of, or interference with, the work of any other subcontractor or trade.
4. The Contractor shall keep the IPTV Project Manger informed of the progress and status of work.

2.12 Co-ordination and Observation

All work shall be according to the approved contract document. Prior to commencing work, a meeting shall be conducted the Engineering Consultant, and attended by the IPTV Project Manager, and representative of the Contractor and principal subcontractors and material suppliers (if needed) to coordinate work activities and schedules, parking and use of site, building access, administrative procedures to be followed, and related matters. Periodic work inspections and meetings will be conducted.

2.13 Site Conditions

- A. All rules and instructions from IPTV authorities and management shall be rigidly enforced by each contractor and adhered to by all workers. Contractor's employees found unacceptable shall be permanently removed from the project.
- B. The Contractor's employees shall be required to park personal vehicles in designed areas of the facility grounds. Contractor's equipment and vehicles shall be parked and locked in areas specified by IPTV Project Manager when not in use.
- C. The Contractor shall be given certain areas for storage of his materials and equipment. He shall confine his operations to these areas and shall not be allowed to use any other portion of the grounds for storage or dumping of materials.
- D. Any damage of any kind to the existing building shall be repaired satisfactorily by the Contractor at no additional cost to IPTV.
- E. Any damage done to any equipment or grounds around buildings shall be repaired satisfactorily by the Contractor at no additional cost to IPTV.

2.14 Temporary Services

- A. The Contractor shall furnish the following services and shall maintain same during the work period.

1. Enclosures

Material stored on-site in approved locations shall be adequately protected from the weather and other possible causes of damage. Within the building, the area of work shall be provided with dust barriers during occasions when work activities generate dust or fumes or odor. Cooperate with the IPTV Project Manager for any

such enclosures. Maintain exists from all parts of building during work for building occupants and ongoing activities within the building.

2. Electricity

The Owner shall make available electric service from existing locations within the building. The Contractor shall verify the voltage available and provide all connecting switches, fuse protection and wiring necessary to provide temporary light and power throughout the work area until new services are ready for use. No charge will be made for current use, but the Contractor shall avoid unnecessary usage or overloading of service provided.

3. Water

Water shall be furnished by the Owner at no charge for the Contractor's conservative use during work. The Contractor shall furnish and maintain all necessary hoses and/or piping from this point.

4. Toilet

The Contractor may use the existing toilet facility. It shall be the Contractor's responsibility to ensure that use of such facility is not abused by workers of the Contractor or other subcontractors.

2.15 Cleanup

Throughout the period of work, the Contractor shall clean up all work and yard areas and keep the area reasonably free from debris, etc., as required for proper protection for the work. Prior to final acceptance, the Contractor shall remove all debris, tools, and equipment from the project site. Building and site shall be completely cleaned and made ready for Owner occupancy and use by the Contractor prior to final acceptance by Owner.

2.16 Safety and Health Regulations

The Contractor shall exercise at all times, the protection of all persons and property. Serving as employer, the Contractor shall comply with all requirements of the Occupational Safety and Health Act of 1970, rules and regulations of the Iowa Bureau of Labor, and applicable state and municipal laws, as well as building and work codes. It is the Contractors responsibility to enforce all regulations that apply to this project.

CHAPTER 3

SCOPE OF SERVICES AND MANDATORY REQUIREMENTS

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CHAPTER 3 – SCOPE OF SERVICES AND MANDATORY REQUIREMENTS

NOTE:

**Due to the complex nature of this request for proposal please read carefully.
Restate the Section No. and the question asked immediately preceding the response.**

3.0 Scope of Services

3.1. Narrative

Iowa Public Television (IPTV) is the licensee of KIIN-TV channel 12 assigned to West Branch, Iowa, and has been issued a construction permit for KIIN-DT channel 45. at the same location. IPTV intends to replace the existing top-mounted KIIN-TV broadcast antenna with a single antenna capable of transmitting both analog channel 12 and digital channel 45. IPTV also intends to strengthen the existing tower structure, as described Appendix A, and paint the complete structure after all modifications are completed.

NOTE: The Dielectric tower analysis (Appendix A) will be furnished with this document

3.2. Minimum Requirements

The purpose of this document is to set minimum requirements for.

- 3.2.1. Replacing and tensioning of the guy cables at the #7 level and re-tensioning of the guys at levels #5 and #6 as described in Appendix A.
 - 3.2.2. Correcting problems with the dampers and associated hardware at each guy anchor location and properly ground the guy cables at each location as described in Section 3.4.
 - 3.2.3. Performing the tower reinforcement work as described in Appendix A.
 - 3.2.4. Installing a temporary standby Dielectric TUA-04-2/8-S antenna and associated hardware at the 1000 ft. level as described in Appendix A.
 - 3.2.5. Performing the removal of the existing top mounted GE TY54A antenna and its associated transmission line and all associated hardware, as described in Appendix A.
 - 3.2.6. The existing equipment described in section 3.2.5 shall be removed intact without damage and stored on the ground in a safe location on the site. IPTV shall be responsible for disposal of the existing equipment.
 - 3.2.7. Installing a new Dielectric TUV-32GTH/14V top mounted antenna and associated transmission lines and combiner, as described in Appendix A.
 - 3.2.8. Assembling and erecting a new 'data antenna' and associated transmission line and cabling as described in Appendix A.
 - 3.2.9. Removing existing incandescent obstruction lamp and beacon assemblies and replacing them with LED assemblies as described in Section 3.7.
- Note: Lighting assemblies to be furnished by the successful bidder.**

- 3.2.10. Repainting the total broadcast tower structure as described in Section 3.6.
- 3.2.11. Owner supplied Dielectric THB-C2-2H Standby antenna installation and removal.
- 3.2.12. Project coordination necessary to ensure that supplies and equipment are on site as necessary to prevent project delays.

No additional payments to the bidder will be approved as a result of delays beyond the control of Iowa Public Television.

NOTES: The successful bidder shall supply, all incidental materials needed to complete tower maintenance/strengthening and installation of Iowa Public Television supplied items and labor for and shipping of incidentals FOB destination necessary to provide a completely operational system.

As listed in section 3.5 below, antennas and transmission lines will be provided by Iowa Public Television.

Facility

The tower is a Kline Iron & Steel Company guyed tower, built in 1970, with a structure height of 1336 feet and a top mounted antenna that provides for an overall height of 1447 feet AGL. The tower face measurement is 7 Ft 6 in. The tower is made up of sections numbered from bottom to top as Section 1 through Section 45. Each section consists of three (3) solid round high strength steel bar tower legs made from Man-Ten S steel, and their attendant bracing. The legs vary in size from 5-1/8" diameter to 3-1/4" diameter. The tower is equipped with an elevator. The transmitter building is located approximately 36 feet from the base of the tower. Location of tower is 3 miles North of West Branch, IA

KIIN-TV
1560 Baker Ave.
West Branch, IA 52358

3.3. Description of guy cable modifications to be performed.

- 3.3.1. Replace and tension the guy cables at the specified level (**Refer to Appendix A**).
- 3.3.2. The successful bidder shall remove existing non-conforming strap steel brackets from guy anchor assemblies. The successful bidder shall consult with the tower manufacturer to obtain the correct, positioning and orientation of the existing dampers. IPTV shall be provided with a drawing of the corrected damper positions showing orientation and dimensional references for correct placement..
- 3.3.3. Correctly ground all guy cables by installing, with the correctly sized wire rope clip, a continuous length 250MCM bare copper wire between all guy cables at every anchor point. The attachment points at the guy cables shall be offset from each other approximately 2 Ft. towards the anchor from the top guy to the bottom guy. The ground cable shall be cad welded to the

existing ground cable on the anchor. Refer to Appendix B for details.

NOTE: Cad Welding to the guy wires is not allowed.

3.3.4. Check and correct, if necessary, the tension of **all guy cables** upon completion of the tower modifications.

3.3.5. Fencing – The successful bidder shall remove and dispose of existing wooden posts and woven wire fencing around each guy anchor location.

3.3.6. Fencing - The successful bidder shall furnish the necessary material and labor to install 8 ft. tall, galvanized nine gauge, chain link security fencing around each guy anchor. An 8 ft. man gate shall be provided for access on all guy anchors. The gate shall be provided on the tower face of each enclosure. Alternately, you may bid a triangular fence with gate away from the tower. Height dimensions shall remain as called out above. All dimensions shall allow for good operational clearance from the guy wires and allow room for engineering personal to make necessary repairs to the anchor points.

3.4. Description of tower structure modifications to be performed.

3.4.1. Twenty-two (22) leg panels will require reinforcing by adding a redundant strut. **Refer to Appendix A for details.**

3.4.2. Reinforce five (5) panels of tower leg with split pipe reinforcing by welding to the leg columns. **Refer to Appendix A for details**

3.4.3. Remove and replace one (1) panel of round bar diagonals (6 bars total) and their connection bolts **as described in Appendix A.**

3.5. Description of antenna removal and installation.

3.5.1. Remove existing GE TY54A top mounted antenna and store it on site as directed by IPTV.

3.5.2. Remove existing 6-1/8" rigid transmission line and store on site as directed by IPTV.

3.5.3. Remove existing top antenna mount and install a new antenna mount **to be furnished by successful bidder. Refer to Appendix A for removal/replacement procedures.** Contact the antenna manufacturer for top plate details.

3.5.4. Assist the antenna manufacturer with offloading and antenna assembly. Install the new antenna furnished by IPTV. Assemble and install tower top splitter and input complex. Hangers will be supplied by antenna manufacturer. **Any structural modifications necessary to attach the hangers to the tower will be supplied by the successful bidder. Refer to Appendix A for details.**

3.5.5. Off load, inventory, assemble and erect new 7-3/16" rigid transmission line, furnished by IPTV, to feed new top mount antenna. **Modifications to top platform for transmission line, support clip angles and holes punched for the clip angles will be provided by successful bidder. . Refer to Appendix A for details.**

- 3.5.6. The successful bidder shall contact the antenna manufacturer with measurements for final vertical and horizontal cut pieces which shall be factory welded. Successful bidder shall allow at least 48 hours for manufacturing of the cut sections.
- 3.5.7. The successful bidder shall provide assistance as necessary to the antenna manufacturer's field engineer during sweep of the installed system for VSWR.
- 3.5.8. Iowa Public Television has leased a temporary stand by antenna and 3 inch flexible heilax from Dielectric Corporation. Winning vendor shall coordinate delivery and job site arrival time of the temporary antenna and heilax with Dielectric. Winning vendor shall side mount this temporary antenna and heilax at the 1000' tower level and connect same to the patch panel in the transmitter building. The winning vendor shall be responsible for supplying all butterfly hangers and associated equipment needed to hang the 3 inch heilax on the tower. Refer to Appendix A
- 3.5.9. After completion of the tower modification project and primary antenna and transmission system is tested and returned to on air status the winning vendor shall carefully remove the temporary antenna and heilax. Antenna to be packed as necessary, heilax to be rolled and returned to Dielectric. Refer to Appendix A
- 3.5.10. Remove existing de-icer conduit to tower top.
- 3.5.11. Provide an optional cost for removing the existing Jampro JSCP-10R FM antenna with mounts and installing a new ERI SHPX-10AC with Pole Standoff. Include in this optional price quote, reconnection of the antenna to the existing transmission line and assistance with antenna tuning or testing as required.

3.6. Repainting the KIIN broadcast tower

The successful bidder shall furnish labor and materials to repaint the KIIN broadcast tower. The painting shall be in accordance with FAA Advisory Circular # AC 70/7460-1K, chapter 3 "Marking" or its successor.

- 3.6.1. The tower shall be painted in aviation white and orange bands matching the existing band width. The bottom and top bands shall be orange.
- 3.6.2. The international orange shall meet Federal Standard 595.
- 3.6.3. Latex paint shall be used. "Anchor" brand paint **shall not** be used.
- 3.6.4. Blistered or peeling paint areas shall be scraped and all loose paint removed.
- 3.6.5. All rusting areas shall be properly cleaned of all rust and wire brushed.
- 3.6.6. The cleaned areas shall then be coated with a suitable primer paint.
- 3.6.7. Paint shall be applied with a brush, pad, and mitt or sprayed, and coverage shall be uniform.
- 3.6.8. Painting shall be done only when surface temperatures are between 40 degrees and 95 degrees Fahrenheit.
- 3.6.9. All surfaces shall be clean and dry.
- 3.6.10. Additives shall not be used in the paint without authorization of IPTV.

- 3.6.11.** Paint applied or splattered to surfaces not specified to receive paint shall be promptly removed. Successful bidder will assume full responsibility for such mistakes.
- 3.6.12.** Paint shall be applied uniformly without laps, sags, curtains, holidays or objectionable defects.
- 3.6.13.** All surfaces of all members forming and extending out from the face of the tower as well as the internal framing members and all electrical conduits, waveguide restrainers, supports and brackets, mounting protection frames, antenna pole and canopies shall be painted.
- 3.6.14.** Antenna radiating elements, reflectors, waveguides, radomes and similar equipment associated with RF transmission or safety such as walking surfaces of ladders shall **NOT** be painted.
- 3.6.15.** The site shall be kept clean of all debris at all times. Upon completion, the site shall be cleared of all successful bidder's items.
- 3.6.16.** IPTV shall make final inspection before acceptance and final payment is authorized.

3.7. Re-lamping the KIIN broadcast tower

- 3.7.1.** A red LED (Light Emitting Diode) style tower lighting system, utilizing L-864 Flashing Beacons and L-810 Obstruction Lights shall be furnished and installed by the successful bidder. The lighting system shall be located on the tower as indicated in FAA Advisory Circular AC70/7460-1K. Appendix 1 Fig 13 diagram A5 for towers from 1401 to 1750 feet in height. This system shall conform to FAA Advisory Circular AC70/7460-1K, or the most current Advisory Circular, and any other applicable FAA document. These fixtures shall be fully compatible with those that they are replacing including connection to the existing power source. IPTV shall make final inspection before acceptance and final payment is authorized.
- 3.7.2.** The tower lighting system shall have a complete remote control system that will, through contact closure and IP protocol, allow for complete control of the system and remote monitoring of every beacon and light on the tower. The manufacturer of tower lighting system shall provide all communications protocols necessary to allow Iowa Public Television to interface with and communicate with the tower lighting controller via a yet to be determined third party remote control system.
- 3.7.3.** The Tower Contractor shall maintain the lighting system in good working order and indemnify Owner during construction and prior to Owner acceptance of tower. The Bid Documents shall specifically identify the supplier and manufacturer of the obstruction light system. Owner reserves the right to specify a lighting system and manufacturer. Any electrical drawings shall be signed and sealed, certifying compliance with state and local building codes, by a qualified professional engineer with a valid license to practice in the State of Iowa.

3.8. Additional Requirements

3.8.1. Provide Business Plan

Within one (1) week after the Purchase Order begins, the Successful bidder shall finalize its business plan by outlining, in detail, how it will perform each deliverable and the time frames for accomplishing the activities.

(If a prospective bidder has included the information requested in any of the subsections in this section, in response to another question in the RFP, the prospective vendor shall include a reference to the location of the information that is responsive to each of the following.)

3.8.2. In its response to the RFP, a prospective bidder shall include comprehensive and concise statements that address and demonstrate its understanding of each of the following items:

- 3.8.2.1.** The services requested under the RFP;
- 3.8.2.2.** The legal ramifications of applicable federal and state laws and regulations;
- 3.8.2.3.** The expertise of its personnel who will render the requested services.
- 3.8.2.4.** The ability to logically plan and complete the stated objectives;
- 3.8.2.5.** A business plan for timely implementing the services requested, the expected time period to implement the services, and a description of any transition matters that will impact the implementation.

3.8.3. Prospective Bidder Background Information and References

For each of the following statements or questions, prospective bidders shall provide complete, concise, and accurate information. Failure to provide the in the form requested or inaccurate or misleading information or answers may result in rejection of the proposal from evaluation. Please restate the section number and the question asked immediately preceding the response. Do not include advertising or marketing materials. Please note: Prior to execution of a Purchase Order with a successful bidder, the successful bidder must qualify to do business in the State of Iowa.

3.8.4. Prospective Bidder Business Information

Please respond to each of the following:

- 3.8.4.1.** Name, primary address, telephone number, facsimile transmission number and name of contact person for purposes of the prospective Vendor's response to this RFP. If the business entity submitting the proposal has changed, altered, or modified the structure of its business entity or its name within the past three (3) years, for each of the questions asked below, the prospective Vendor shall include responses to the questions both for its current business entity and for its prior business structure and its prior name.
- 3.8.4.2.** Type of business entity (i.e., corporation, partnership, etc.).

- 3.8.4.2.1. If the entity is a corporation, identify the State of incorporation. If the entity is a foreign corporation, state whether or not the corporation is in good standing with the appropriate authorities in the State of incorporation; if not, why is the corporation not in good standing?
- 3.8.4.2.2. If the entity is a foreign corporation, is the corporation registered and in good standing with the Iowa Secretary of State's office? If not, is the corporation eligible to be registered with the Iowa Secretary of State's office? If not, why not?
- 3.8.4.2.3. If the entity is a corporation, has the corporation lost its charter, certification or registration for any reason in any State in which it is registered? If so, why?
- 3.8.4.3. Name and location(s) of offices or other facilities in which the prospective Vendor conducts its business.
- 3.8.4.4. The prospective Vendor's Federal Identification Number and Iowa Tax Identification or Registration Number, if any. **Submit a completed W9 form with bid.**
- 3.8.4.5. Within the past five (5) years, state whether or not the business entity has filed a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to affect a plan or other arrangement with creditors. If so, explain the circumstances and the outcome of any such filing in detail.
- 3.8.4.6. Within the past five (5) years, state whether or not the business entity has been the subject of a filing for involuntary bankruptcy. If so, explain the circumstances and the outcome of any such filing in detail.
- 3.8.4.7. Within the past five (5) years, state whether or not the business entity has been notified that it is in default of its obligations under any Purchase Order. If so, provide a clear and concise statement of the reasons alleged to have occasioned the default and further state the manner in which the matter was resolved. If the matter is not yet resolved, state the issues which prevent resolution.
- 3.8.4.8. Within the past five (5) years, state whether or not a Purchase Order has been terminated for non-performance or for any reason other than the natural expiration of the term of the Purchase Order. If so, provide a clear and concise statement of the reasons which occasioned the termination, and further provide the name(s), address(s), telephone and fax numbers of the key personnel in the organization which terminated its Purchase Order with you.

3.8.5. References

Each prospective Vendor shall submit the names, addresses, telephone and fax numbers for three (3) business references for whom you have conducted similar activities within the past five (5) years.

3.8.6. Subcontractors and Joint Venturers

If the prospective Vendor intends to use subcontractors or enter into a joint venture arrangement to fulfill the primary purposes of the RFP, the prospective Vendor shall respond to each of the above questions for each such subcontractor or joint venturer it proposes to use. If the prospective Vendor intends to use subcontractors or joint venturers to perform services ancillary to the primary purposes of the RFP, the prospective Vendor shall disclose for each such proposed subcontractor or joint venturer the information requested in this chapter

End of Chapter 3

CHAPTER 4

PROPOSAL FORMAT AND EVALUATION

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4.0 Instructions

4.1 Proposal Format and Contents

4.2 Evaluation Process

4.3 Points Awarded

CHAPTER FOUR – PROPOSAL FORMAT AND EVALUATION

4.0 INSTRUCTIONS

The contents of the proposal shall be as defined in paragraph 4.1. Failure to adhere to these instructions shall cause rejection of the Contractor's proposal.

The "Official Proposal" containing the original signatures and four (4) copies, plus a soft copy on CD, primarily in MS Word format, shall be delivered in a sealed package(s). All packages shall be clearly labeled with the following information:

- Contractor's Name and Address
- Contact Person and Telephone
- Project Title and RFP Number
- Proposal Due Date and Time
- Issuing Officers Name

4.1 PROPOSAL FORMAT AND CONTENTS

The Proposal shall consist of the following elements in the order given below.

A. Cover or Title Page including RFP Reference Number

B. Letter of Transmittal

The Contractor's letter of transmittal must be signed by an officer with the authority to bind the Contractor to providing the services proposed. The letter shall contain complete contact information including Company Name, mailing address, phone and fax numbers and email address.

C. Table of Contents

D. Executive Summary

E. Administrative, Contractual, Service Requirements and Contractor Information

- ✓ The Contractor shall provide a positive statement of understanding or compliance with respect to Chapter 1 – Administrative Issues and Chapter 2 – Contractual Terms and Conditions.
- ✓ The Contractor shall provide the information requested and / or a positive statement of compliance with respect to EACH OF THE REQUIREMENTS in Chapter 3. The Contractor must also give an explanation as to how it will comply with each of the requirements if it is selected to provide the services requested by this RF including a timeline to complete all work.

F. Cost Proposal

- ✓ The Contractor shall provide its cost proposal in another separately sealed envelope marked with bidder's name, and the RFP number.

- ✓ The cost proposal (on vendor's letterhead) must detail itemized prices on each requirement listed in Chapter Three, with a firm total price indicated. Cost Proposals shall NOT be quoted based on a time and materials basis.
- ✓ All prices are to be FOB Destination. Prices are to include all estimated freight costs (if any), insurance expenses; estimated operating expenses (travel, lodging, etc.), materials, and of course labor.
- ✓ Cost proposal shall be signed by an officer authorized to bind vendor and show complete contact information including mailing address, phone, fax numbers and email address.
- ✓ Attach a signed federal W9 form.

4.2 EVALUATION PROCESS

- A. The Issuing Officer for the Department of Administrative Services, Purchasing Division shall receive all proposals. One "Official Copy", Four (4) printed copies of proposals and one soft copy on CD shall be received by the State by **3:00 p.m.**, Central Time, **September 9, 2005**. Late proposals shall be returned unopened to the sender.
- B. The State will review proposals for compliance with the proposal format instructions.
- C. The Proposals shall be reviewed and analyzed by the State's Evaluation Committee.

4.3 PROPOSAL EVALUATION POINTS FOR EACH PROPOSAL WILL BE AWARDED AS FOLLOWS:

- A. The Contractor's Proposal will be reviewed and analyzed by the State's evaluation committee. All mandatory requirements shall be met, ANY PROPOSAL FAILING TO DO SO SHALL BE DEEMED NONCOMPLIANT AND SHALL BE REJECTED.
- B. Proposals meeting the mandatory requirements will be further evaluated and points awarded upon the documents provided by the Contractor.
- C. A total of 1,000 maximum possible evaluation points are to be awarded as follows. No proposal is guaranteed a certain number of points. The Evaluation Committee will award up to 500 points based on how well, in the Committee's judgment, the proposal meets or addresses the requirements of the RFP, and then up to another 500 points for cost.
- D. The State reserves the right to make a written request or require an oral presentation for additional information from a Contractor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Contractor's proposal if it materially alters the content of said proposal.

ATTACHMENTS

ATTACHMENT 1

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH TECHNICAL PROPOSAL

PROPOSAL CERTIFICATION

I certify that I have the authority to bind the vendor indicated below to the specific terms, conditions and technical specifications required in the attached Request for Proposal BD80600S370 and offered in the vendor's proposal. I understand that by submitting this proposal, the vendor indicated below agrees to provide the services, which meet or exceed the requirements of the RFP unless noted in the proposal and at the prices quoted by the vendor.

I certify that the contents of the proposal are true and accurate and that the vendor has not knowingly made any false or misleading statements in the proposal.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 2

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH TECHNICAL PROPOSAL

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a proposal in response to RFP BD80600S370, the vendor certifies (and in the case of a joint proposal, each party thereto certifies) that the proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee; the proposal has been developed independently, without consultation, communication or agreement with any other vendors or parties for the purpose of restricting competition; unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor; no attempt has been made or will be made by the vendor to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition; no relationship exists or will exist during the contract period between the vendor and the Agency that interferes with fair competition or is a conflict of interest.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 3
PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION
WITH TECHNICAL PROPOSAL

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED
TRANSACTIONS

By signing and submitting this Proposal in response to RFPBD80600S370, the vendor is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The vendor shall provide immediate written notice to the person to which this Proposal is submitted if at any time the vendor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The vendor agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The vendor further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- (1) The vendor certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Agency or agency.
- (2) Where the vendor is unable to certify to any of the statements in this certification, such vendor shall attach an explanation to this Proposal.

Signature

Date

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 4

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH TECHNICAL PROPOSAL.

AUTHORIZATION TO RELEASE INFORMATION

_____ (Name of vendor) hereby authorizes any person or entity, public or private, having any information concerning the vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in RFP BD80600S370, to release such information to the Agency.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations.

The vendor is willing to take that risk. The vendor agrees to release all persons, entities, the Agency, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

Printed Name and Title

ATTACHMENT 5:

**PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION
WITH TECHNICAL PROPOSAL**

**CERTIFICATION OF CONFIDENTIALITY
AND NONDISCLOSURE AGREEMENT**

I _____ (Print Name)

For _____ (Vendor)

acknowledge that in the performance of responsibilities under a contract my company may acquire or have access information regarding State of Iowa employees, clients and/or Iowa citizens and that such information is designated as “proprietary and confidential”.

I acknowledge that my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the contract. If there is doubt over confidentiality, we will regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree that this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

(Signature) Date: _____

APPENDIXES

DESIGN ANALYSIS OF KIIN-TV
1336 FT. GUYED TOWER
WEST BRANCH, IOWA

KLINE CONTRACT NO. 4389 Rev. 3

Prepared for:

Iowa Public Television
P. O. Box 6450
Johnston, IA 50131
Attn: Mr. Gary McMillen, Senior Engineer

Prepared by:
Kline Towers
828 Williams Street
West Columbia, South Carolina 29169
803-251-6210

April 5, 2005

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Section I	SCOPE
Section II	RESULTS
Section III	RECOMMENDATIONS AND CONCLUSIONS
Section IV	ENCLOSURES

#4389-R3 4/11/2005

I. SCOPE

The KIIN-TV 1336 ft. guyed tower located in West Branch, Iowa was originally designed and built in 1970 by Kline Iron & Steel Co., Inc., Contract No. 7367-9, under EIA RS-222-A with a 55 PSF uniform wind pressure.

The purpose of this present analysis is to determine the structural integrity of the KIIN-TV tower under one (1) proposed HDTV antenna load case. The tower was analyzed by EIA RS-222-C specification with uniform wind pressure of 55 PSF.

This analysis consists of a Dielectric TUV-32GTH/14 HV-R at tower top fed by a new 7-3/16" T/L. The antenna does not include a pole. The overall height of the tower including the tower and antenna is 1412.3 ft. from bottom of tower to top of lightning rod.

The analysis was performed utilizing current state of the art design and analysis procedures implemented with a proprietary finite element method of solution computer program. The equipment list used in this analysis has been specified by Gary McMillen and Paul Ollinger both of Iowa Public Television and includes the equipment listed in the "Change Order" dated 11/18/04.

Equipment	Elevation
1. Scala Paraflector fed by 7/8" Helix	194'-6"
2. Ice Shield	200'-0"
3. Yagi fed by 7/8" Helix	277'-0"
4. Ice Shield	287'-0"
5. Two Way Antenna fed by 7/8" Helix	365'-0"
6. JamPro JSCP-10R 10-Bay FM Antenna fed by 3-1/8" T/L	1253'-3"

Proposed Equipment

7. Dielectric TUV-32GTH/14 HV-R Antenna fed by (1) 7-3/16" T/L	Tower Top
8. Data Antenna fed by (2) RG6 cables and (1) Cat-5 cable	200'-0"

The design file used in this analysis is "T4389R16".

II. RESULTS

Subjecting the existing tower structure to the loadings described in Section I results in the following effects on the tower's structural components:

A. Guy Lines

The tower is guyed at seven (7) levels consisting of three (3) guy cables per level. The guy material is galvanized bridge strand. With the bottom level being termed Guy No. 1, the guy cables had the following factors of safety:

<u>Guy No.</u>	<u>Safety Factor</u>
7	2.30
6	2.36
5	2.59
4	2.58
3	2.63
2	2.87
1	3.83

For this analysis, the guy line factor of safety is defined as the actual guy line breaking strength divided by the maximum actual guy load. EIA RS-222-C requires a minimum guy line factor of safety of 2.5 for a 1336 ft. tower.

B. Tower Legs

The tower is made up of sections numbered from bottom to top as Section 1 thru Section 45. Each section consists of three (3) solid round high strength steel bar tower legs made from Man-Ten S steel, and their attendant bracing. The legs vary in size from 5-1/8" diameter to 3-1/4" diameter. The following panels of legs were indicated to be overstressed by this analysis:

Twenty-six (26) panels of legs from Sections 1-1 to 4-2 and Sections 41-1 to 44-1 are overstressed from 0.7% to 23% of their allowable.

C. Tower Leg Splices

Tower leg splices consist of matching steel plates factory welded to the ends of the tower legs and field bolted together using six (6) high strength bolts.

None of the tower leg splices were indicated to be overstressed by this analysis.

D. Diagonals

Diagonal bracing for this tower consists of solid round steel bars or back-to-back double angles.

Two (2) panels of diagonals would be stressed beyond their allowable by this analysis.

E. Struts (Horizontal Bracing)

Struts for this tower consist of back-to-back double angles or double channels. This analysis showed the struts to have the following conditions:

None of the strut levels were indicated to be overstressed by this analysis.

F. Foundations

The foundation design loads for the original design and for this design analysis are listed below:

	<u>Original</u>	<u>4389 Rev.3</u>
<u>Center Pier</u>		
Total Axial (kips)	1087.3	918.5
Shear (kips)	21.8	20.8
Moment (ft. - kips)	528.9	1883.6
<u>Inner Guy Anchors</u>		
Horizontal Load (kips)	139.8	125.2
Vertical Load (kips)	98.6	90.9
<u>Outer Guy Anchors</u>		
Horizontal Load (kips)	190.7	209.8
Vertical Load (kips)	186.0	202.9

III. RECOMMENDATIONS AND CONCLUSIONS

Based upon the foregoing, and the results of Section II, the existing tower will require the following modifications to support the existing and proposed load of this analysis to maintain an EIA RS-222-C uniform wind pressure rating of 55 PSF.

1-1. Tower Guys

Replace existing guy lines #7 (1¼" diameter) with 1¼" high strength guy wires. Also, guy lines 5 and 6 will require retensioning.

The new guy configuration will redistribute stresses throughout the tower. The remaining modifications are based upon the revised guy configuration as specified in Item 1-1 above.

<u>Guy No.</u>	<u>Safety Factor</u>
7	2.60
6	2.49
5	2.50
4	2.62
3	2.66
2	2.86
1	3.81

1-2. Tower Legs

Twenty-two (22) leg panels will require reinforcing by adding a redundant strut (Typically Dbl Angle 2x2x ¼") at the middle of the panel. Five (5) additional panels of legs will require reinforcing by welding 6" diameter XXSTG (0.864" Wall) split pipe to the legs.

<u>Redundant Locations</u>				<u>Split Pipe Reinforcement</u>		
<u>Section / Panel</u>				<u>Section / Panel</u>		
2-2	2-3	2-4		1-1	1-2	1-3
3-2	3-3	3-4		2-1		
4-1				3-1		
40-3	40-4					
41-1	41-2	41-3	41-4			
42-1	42-2	42-3	42-4			
43-1	43-2	43-3	43-4			
44-1						

1-3. Diagonals

Replace one (1) bay (Section / Panel 18-2) of ¾" diameter round bar diagonals and 5/8" diameter bolts with 7/8" diameter diagonals and 5/8" diameter bolts.

The foundations have sufficient capacity for the loadings of this analysis; however, we recommend that the anchor foundations be inspected periodically to insure that no soil erosion nor anchor block movement has taken place.

This analysis and any recommendations herein have been made based on the premise that the tower and foundations have been maintained in good condition and that no structural member has been damaged or deteriorated to such an extent so as to reduce its original load carrying capacity, that the guy line tensions are within $\pm 5\%$ of the recommended design initial tension, and that the tower is plumb to within one part in 3000.

The necessary tower modifications required by these recommendations should only be performed by a qualified tower erection crew working under the direction of a registered professional engineer with a minimum of five years experience in the design and erection methods of tall towers. Under no circumstances shall any structural member be loosened nor removed without the approval and the full knowledge of said engineer as to the conditions and procedures to be used.

Ozell C. Cheatham
Project Engineer

